#### CASE 0:23-cv-01112-KMM-JFD Doc. 1-1 Filed 04/19/23 Page 1 of 39



#### CT Corporation Service of Process Notification

03/22/2023 CT Log Number 543467211

#### **Service of Process Transmittal Summary**

TO: Litigation Intake

BRIGHTHOUSE FINANCIAL INC. 11225 N Community House Rd Charlotte, NC 28277-4435

RE: Process Served in North Carolina

FOR: BRIGHTHOUSE LIFE INSURANCE COMPANY (Domestic State: DE)

#### ENCLOSED ARE COPIES OF LEGAL PROCESS RECEIVED BY THE STATUTORY AGENT OF THE ABOVE COMPANY AS FOLLOWS:

TITLE OF ACTION: DANIEL GRAFF vs. BRIGHTHOUSE LIFE INSURANCE COMPANY

CASE #: 13CV23208

NATURE OF ACTION: Insurance Litigation

PROCESS SERVED ON: C T Corporation System, Raleigh, NC

**DATE/METHOD OF SERVICE:** By Process Server on 03/22/2023 at 14:03

JURISDICTION SERVED: North Carolina

**ACTION ITEMS:** CT has retained the current log, Retain Date: 03/22/2023, Expected Purge Date:

03/27/2023

Image SOP

Email Notification, Litigation Intake

brighthouselitigationintake@brighthousefinancial.com

**REGISTERED AGENT CONTACT:** C T Corporation System

160 Mine Lake CT, Suite 200

Raleigh, NC 27615 800-448-5350

MajorAccountTeam1@wolterskluwer.com

The information contained in this Transmittal is provided by CT for quick reference only. It does not constitute a legal opinion, and should not otherwise be relied on, as to the nature of action, the amount of damages, the answer date, or any other information contained in the included documents. The recipient(s) of this form is responsible for reviewing and interpreting the included documents and taking appropriate action, including consulting with its legal and other advisors as necessary. CT disclaims all liability for the information contained in this form, including for any omissions or inaccuracies that may be contained therein.



### **PROCESS SERVER DELIVERY DETAILS**

Date:Wed, Mar 22, 2023Server Name:Jennifer Adams

Entity Served	Brighthouse Life Insurance Company
Case Number	13-CV-23-208
Jurisdiction	NC

Inserts	



STATE OF MINNESOTA

DISTRICT COURT

**COUNTY OF CHISAGO** 

TENTH JUDICIAL DISTRICT

COURT FILE NO.: CASE TYPE: CONTRACT – DECLARATORY JUDGMENT - OTHER

DANIEL GRAFF

PLAINTIFF,

VS.

**SUMMONS** 

BRIGHTHOUSE LIFE INSURANCE COMPANY A/K/A BRIGHTHOUSE FINANCIAL LIFE INSURANCE COMPANY

DEFENDANT

## THIS SUMMONS IS DIRECTED TO THE FOLLOWING:

METLIFE, 11225 NORTH COMMUNITY HOUSE ROAD, CHARLOTTE, NORTH CAROLINA 28277.

- I. YOU ARE BEING SUED. The Plaintiff has started a lawsuit against you. The Plaintiff's Complaint against you is attached to this Summons. Do not throw these papers away. They are official papers that affect your rights. You must respond to this lawsuit.
- II. YOU MUST REPLY WITHIN 20 DAYS TO PROTECT YOUR RIGHTS. You must give or mail to the person who signed this Summons a written response called an Answer within 20 days of the date on which you received this Summons. You must send a copy of your Answer to the person who signed this Summons. The following is such person's name and address:

Calvin R. Kuhlman, The Law Firm of Calvin R. Kuhlman, 5200 Willson Road, Suite 150, Edina, MN 55424.

- III. YOU MUST RESPOND TO EACH CLAIM. The Answer is your written response to the Plaintiff's Complaint. In your Answer you must state whether you agree or disagree with each paragraph of the Complaint. If you believe the Plaintiff should not be given everything asked for in the Complaint, you must say so in your Answer.
- IV. YOU WILL LOSE YOUR CASE IF YOU DO NOT SEND A WRITTEN RESPONSE TO THE COMPLANT TO THE PERSON WHO SIGNED THIS SUMMONS. If you do not Answer within 20 days you will lose this case. You will not get to tell your side of the story, and the Court may decide against you and award the Plaintiff everything asked for in the Complaint. If you do not want to contest the claims stated in the Complaint, you do not need to respond. A default judgment can then be entered against you for the relief requested in the Complaint.

- V. LEGAL ASSISTANCE. You may wish to get legal help from a lawyer. If you do not have a lawyer, the Court Administrator may have information about places where you can get legal assistance. Even if you cannot get legal help, you must still provide a written Answer to protect your rights or you may lose the case.
- VI. ALTERNATIVE DISPUTE RESOLUTION. The parties may agree to or be ordered to participate in an alternative dispute resolution process under Rule 114 of the Minnesota General Rules of Practice. You must still send your written response to the Complaint even if you expect to use alternative means of resolving this dispute.

DATED: this 9th day of March 2023.

By:

Calvin R. Kuhlman #0058877 Attorney for the Plaintiff 5200 Willson Road, Suite 150 Edina, Minnesota 55424 Telephone: (952) 836-2642 or

(952) 361-3332

FAX: (952) 836-2730

ckuhlmanlaw@comcast.net

STATE OF MINNESOT	SIA	ALE	OF	MI	N	ES	OT.	A
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DISTRICT COURT

COUNTY OF CHISAGO

TENTH JUDICIAL DISTRICT

	COURT FILE NO.
CASE TYPE: CON	NTRACT - DECLARATORY JUDGMENT - OTHER
DANIEL GRAFF PLAINTIFF,	) ) )
VS.	) )
BRIGHTHOUSE LIFE INSURANCE COMPANY A/K/A BRIGHTHOUSE FINANCIAL LIFE INSURANCE COMPANY	) ) )

The Plaintiff, for his Complaint herein, states and alleges as follows:

DEFENDANT.

#### INTRODUCTION

1. This is an action involving misleading and/or unfair and deceptive practices involving a Flexible Premium Adjustable Life Insurance Policy (the "Policy") issued to the Plaintiff by The Travelers Life and Annuity Company (the "Travelers"). Attached hereto and labeled as Exhibit A is a copy of the Policy that Plaintiff has in his records.

# JURISDICTION AND VENUE AND FACTS RELATING TO SAME

- 2. Jurisdiction and venue in Chisago County, Minnesota is appropriate pursuant to Minnesota Statute 543.19 because Defendant has transacted business in Minnesota that is the subject matter of this cause of action.
- 3. At all times material, the Plaintiff has been a resident of the State of Minnesota. His current address is 43743 Jess Avenue, Harris, Minnesota 55032.

- 4. In November 2004 an authorized agent for The Travelers solicited from the Defendant an application for the Policy in the offices of a company then owned by the insured located in Forest Lake, Minnesota.
- 5. Following approval of the application for the Policy, it was delivered to the Plaintiff in Forest Lake, Minnesota.
- 6. The owner of the Policy is the Plaintiff.
- 7. All invoices for the Policy were sent to the Plaintiff at various addresses he used for such purposes in Minnesota, and all payments from the Plaintiff were made by the Plaintiff from his offices or his residence in Minnesota.
- 8. Upon information and belief, the following series of events occurred in respect to the Defendant: (a) in 2006 the Travelers changes its name to MetLife Life and Annuity Company of Connecticut; (b) in 2017 MetLife and Annuity Company of Connecticut merged into MetLife Insurance Company of Connecticut, and the surviving entity subsequently changed its name to MetLife Insurance Company, USA; and (c) thereafter the entity f/k/a MetLife Insurance Company, USA changed its name to Brighthouse Life Insurance Company, the Defendant in this matter.
- 9. Upon information and belief, the Defendant's principal offices are located at 11225 North Community House Road, Charlotte, NC 28277.

#### BACKGROUND

- 10. The Plaintiff realleges and incorporates the allegations set forth in paragraphs 1 through 9 above, as if expressly set forth herein.
- 11. The Policy was issued on November 28, 2004.
- 12. The insured under the Policy is Robert D. Graff, the father of the Plaintiff.

- 13. When the Policy was issued, the insured was 78 years of age.
- 14. The maturity date of the Policy is November 28, 2026.
- 15. On the maturity date of the Policy, the insured will be 100 years of age.
- 16. Provided all premium payments continue to be made to the Defendant by the Plaintiff, the Policy will be deemed paid-up on its maturity date.
- 17. The stated amount of the Policy is \$800,000.
- 18. While the cash surrender value of the Policy as of April 26, 2022 was \$1,823.66 (see Exhibit B attached hereto), the Plaintiff lacks sufficient information as to the cash surrender value of the Policy as of December 31, 2022.
- 19. Since the issue date of the Policy through December 31, 2022, the Plaintiff has paid to the Defendant premium payments totaling \$874,179.50.
- 20. Attached hereto and labeled as <u>Exhibit C</u> is an Inforce Basic Ledger for the Policy (herein the "Ledger") which is a document prepared by the Defendant, and which sets forth the premium payments the Plaintiff is required to pay until the Maturity Date.
- 21. The Ledger was not made available to the Plaintiff until 2022 consequently when the Plaintiff applied for and acquired the Policy the information in the Ledger was not known to him.
- 22. The information in the Ledger is material in that it deals with the amounts due as premium payments from the year 2020 through the maturity date, as well as the cash value of the policy on the maturity date.

- 23. Based on the Ledger, in order to keep and maintain the Policy until its maturity date, the Defendant is requiring the Plaintiff to pay additional premium payments totaling \$755,550.
- 24. Based on the Ledger, if the Policy is paid-up when the insured attains the age of 100, its cash value would be \$1,000.
- 25. Should the insured live to attain the age of 100, the Plaintiff will be required to remit to the Defendant premium payments totaling approximately \$1,600,000 for a life insurance policy that has a stated value of \$800,000.

#### **COUNT ONE**

#### VIOLATION OF LAW

- 26. The Plaintiff realleges and incorporates the allegations set forth in paragraphs 1 through 25 above, as if expressly set forth herein.
- 27. Sections 72C.01 to 72C.13 of the Minnesota Statutes provide that insurance policies and contracts be readable and understandable to a person of average intelligence, experience and education.
- 28. Section 72C.06 of the Minnesota Statutes specifically requires the Defendant to use language in its policy that is easily readable and understandable by a person of average intelligence and education.
- 29. The Plaintiff is a person of average intelligence and education.
- 30. The Policy contains language dealing with the way in which premium payments are determined during the term of the Policy, and the language used does not conform to Section 72C.06 of the Minnesota Statutes because the language was not easily readable and understandable to the Plaintiff.
- 31. The Defendant violated Section 72C.06 by failing to use language in the Policy that was clear and understandable to the Plaintiff that described the cash value of the Policy on its maturity date.

32. The Plaintiff has been damaged by reason of Defendant's failure to comply with Section 72C.06 of the Minnesota Statutes in that the Policy did not contain language that was easy to read and understand dealing with the amounts he was to pay as premium payments in order to maintain the Policy through the maturity date; nor was he able to read and understand the language in the Policy dealing with the cash value of the Policy on the maturity date.

#### **COUNT TWO**

# BREACH OF IMPLIED COVENANT OF GOOD FAITH AND FAIR DEALING

- 33. The Plaintiff realleges and incorporates the allegations set forth in paragraphs 1 through 32 above, as if expressly set forth herein.
- 34. The Defendant's failure to set forth in easily readable and understandable language in the Policy the unconscionable amounts due as premium payments for the full term of the Policy until its maturity date constitutes a violation of an implied covenant of good faith and fair dealing.
- 35. On the maturity date of the Policy, the cash value of the Policy of \$1,000 is inconsequential in relation to the premium payments totaling \$1,600,000 that the Plaintiff is required to pay the Defendant during the full term of the Policy.
- 36. The Defendant failed to set forth in easily readable and understandable language in the Policy the cash value of the Policy on its maturity date, and this failure constitutes a violation of an implied covenant of good faith and fair dealing.

#### COUNT THREE

# UNJUST ENRICHMENT/QUANTUM MERUIT

37. Plaintiff restates and realleges the previous allegations and causes of actions set forth in Paragraphs 1 through 36 of the Complaint.

- 38. The premium payments to be paid by the Plaintiff from the date hereof until the Policy is paid up are unjust and unconscionable in that a reasonable man would not invest \$1,600,000 in order to realize a maximum return of \$800,000.
- 39. Inasmuch as the total premium payments the Plaintiff is required to pay the Defendant up to and through the maturity date of the Policy is in excess of \$1,600,000, the cash value of the policy on its maturity date is unjust and unconscionable.
- 40. In requiring the Plaintiff to pay the total of the premium payments as set forth in the Ledger, the Defendant will be unjustly enriched to the detriment of Plaintiff.

WHEREFORE, Plaintiff prays for judgment of the Court against Defendant in its favor as follows:

- A. Declaring that the remaining amount of the premium payments the Defendant is requiring the Plaintiff to pay in order to keep and maintain the Policy is unjust and unconscionable, therefore Plaintiff is not required to remit those payments to the Defendant.
- **B.** Declaring the language of the Policy dealing with the premium payments the Plaintiff is required to pay the Defendant was not easily readable and understandable; therefore, within 45-days of the entry of such an Order by this Court the Plaintiff can elect to declare the Policy null and void, and upon exercising that election, the Defendant shall return to the Plaintiff all of the premium payments theretofore made by Plaintiff to Defendant.
- C. Declaring that the Defendant did not deal with the Plaintiff fairly and in good faith; therefore, within 45-days of the entry of such an Order by this Court the Plaintiff can elect to declare the Policy null and void, and upon exercising that election the Defendant shall return to the Plaintiff all of the premium payments theretofore made by Plaintiff to Defendant.

- **D.** Declaring that by requiring the Plaintiff to pay those premium payments set forth in the Ledger the Defendant would be unjustly enriched therefore the Policy is deemed paid up and no further premium payments are due to be paid by Plaintiff to the Defendant.
- E. For further relief as the Court may find proper in addition to costs and disbursements of this action.

DATED this 9th day of March 2023.

Bv:

Calvin R. Kuhlman #0058877 Attorney for the Plaintiff 5200 Willson Road

Edina, Minnesota 55424

Telephone: (952) 836-2642 & (952) 361-3332

FAX: (952) 836-2730 ckuhlmanlaw@comcast.net

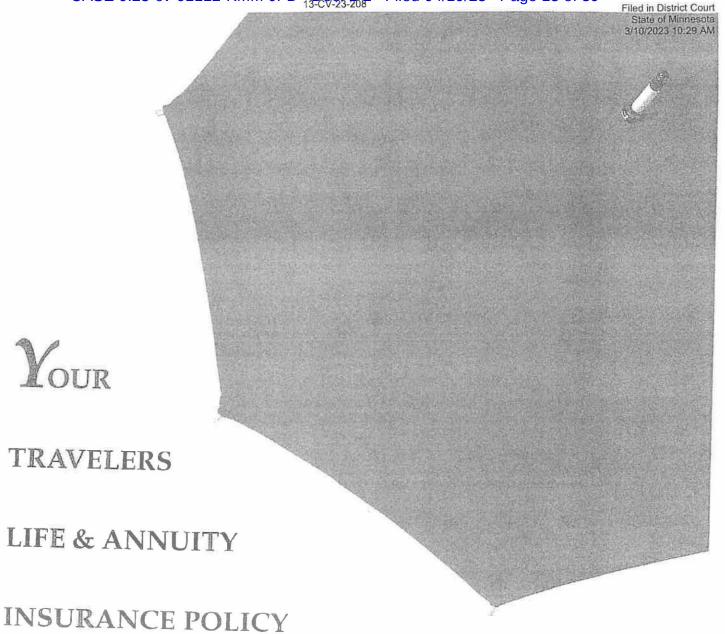
#### **ACKNOWLEDGEMENT**

The undersigned hereby acknowledges that costs, disbursements, and reasonable attorney and witness fees may be awarded pursuant to Minnesota Statutes Section 549.211 to the party against whom the allegations in this pleading are asserted.

Rv:

Calvin R. Kuhlman

# EXHIBIT A







Filed in District Court State of Minnesota 3/10/2023 10:29 AM

The Travelers Life and Annuity Company, [One Cityplace, Hartford, CT 06103-3415]

Mailing Address: Life Services
PO Box 990019
Hartford, CT 06199-0019

## FLEXIBLE PREMIUM ADJUSTABLE LIFE INSURANCE POLICY

We will pay the Death Benefit to the Beneficiary upon receipt at Our Office of Due Proof of the Insured's Death while this policy was in force. Refer to the "Death Benefit" provision on Page 5 for information on determining the amount payable at death.

#### READ YOUR POLICY CAREFULLY

This is a legal contract between You and Us.

#### RIGHT TO CANCEL

You may cancel this policy by delivering or mailing a written notice or sending a telegram to The Travelers Life and Annuity Company, PO Box 990019, Hartford, CT 06199-0019 and by returning the policy to Us before midnight of the twentieth day after the date You receive the policy. Notice given by mail and return of the policy by mail are effective on being postmarked, properly addressed and postage prepaid. We will return all premium paid for this policy less any outstanding loans and surrenders within 10 days after its return to Us. After the policy is returned, it will be considered as if it were never in effect.

Signed at Hartford, Connecticut

Secretary

Ernest & Wright

President

george C Koxulis

Flexible Premium Adjustable Life Insurance Policy Premiums Payable Until Policy Maturity or Insured's Prior Death Insurance Payable at Insured's Death Non-Participating

# TABLE OF CONTENTS

Right to Cancel	Policy Jacket
Policy Summary	Page 3
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Continuation of Insurance	Page 8
Grace Period	Page 8
Reinstatement	Page 8
Ownership Rights	Page 8
General Provisions	Page 9
Settlement Options	

A copy of the application and any riders follow the Settlement Options.

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STATED AMOUNT: 800,000

INSURED: ROBERT D GRAFF

Filed in District Court State of Minnesota 3/10/2023 10:29 AM

POLICY NUMBER:

POLICY DATE:

NOV 28, 2004

ISSUE AGE: 78

ISSUE DATE:

NOV 30, 2004

MATURITY DATE: NOV 28, 2026

MONTHLY DEDUCTION DAY: 28TH DAY OF MONTH

#### BENEFIT DESCRIPTION

INITIAL STATED AMOUNT:

\$800,000

INITIAL PREMIUM:

\$34,005.48

PLANNED PREMIUM:

\$34,005.48 FOR YEARS 1-10 \$0.00 FOR YEARS 11-22

PLANNED PREMIUMS PAYABLE:

ANNUALLY

INSURANCE OPTION:

1 (LEVEL)

MINIMUM STATED AMOUNT:

\$50,000

MINIMUM AMOUNT INSURED:

THE GREATER OF 250% OF THE ACCUMULATION VALUE UNTIL AGE 40, WITH THE PERCENTAGE REDUCING TO 100% AT AGE 95; OR THE AMOUNTS REQUIRED BY FEDERAL INCOME

TAX LAWS OR REGULATIONS TO QUALIFY AS LIFE INSURANCE.

GUARANTEED INTEREST RATE ON

UNLOANED ACCUMULATION VALUE: INTEREST RATE CREDITED ON LOANS: 4% PER ANNUM

3% PER ANNUM

INTEREST RATE CHARGED ON LOANS: POLICY YEARS 1-15: 5.66% PER ANNUM

PAYABLE IN ADVANCE

POLICY YEARS 16 AND THEREAFTER: 3.85%

PER ANNUM PAYABLE ADVANCE

MAXIMUM TOTAL LOAN AMOUNT:

100% OF (ACCUMULATION VALUE MINUS SURRENDER CHARGES) AS OF THE DATE WE

RECEIVE YOUR REQUEST.

MINIMUM INCREASE AMOUNT:

\$50,000

MINIMUM LOAN AMOUNT:

\$500.00

DEATH BENEFIT INTEREST FACTOR: RATE CLASS:

1.0024663 MALE, STANDARD, NONSMOKER

TL-17125\*3\*TL-17182\*L-13468\*TL-17032\*TL-15907\*L-13700\*L-14396\*LH-336\*LTR MVP02\*L-22612\*TL-17641\* (MVPO2) PAGE 3(A)

CONT-SHMM

#### CASE 0:23-cv-01112-KMM-JFD Doc. 1-1 Filed 04/19/23 Page 17 of 39 13-CV-23-208

#### POLICY SUMMARY

Filed in District Court State of Minnesota 3/10/2023 10:29 AM

STATED AMOUNT: 800,000

INSURED: ROBERT D GRAFF

POLICY NUMBER:

POLICY DATE:

NOV 28, 2004

ISSUE AGE: 78

ISSUE DATE:

NOV 30, 2004

MATURITY DATE: NOV 28, 2026

MONTHLY DEDUCTION DAY: 28TH DAY OF MONTH

#### BENEFIT DESCRIPTION

MONTHLY EXPENSE CHARGES:

\$.25 PER THOUSAND OF INITIAL STATED AMOUNT FOR POLICY YEARS 1-5; AND A CHARGE PER THOUSAND OF INCREASE AMOUNT FOR THE FIRST FIVE YEARS FOLLOWING AN APPLIED-FOR INCREASE; PLUS \$5 PER MONTH WHEN THE STATED AMOUNT IS LESS THAN \$100,000.

FULL SURRENDER CHARGE:

CHARGE APPLIES FOR THE FIRST 15 POLICY YEARS PER THOUSAND OF INITIAL STATED AMOUNT, AND FOR THE FIRST 15 POLICY YEARS PER THOUSAND OF INCREASE AMOUNT FOLLOWING ANY APPLIED-FOR INCREASE, AS FOLLOWS:

POLICY		501 7	
YEAR 1	CHARGE PER \$1000 \$34.87	POLICY YEAR 10	CHARGE PER \$1000 \$12.29
2 3 4	\$29.05 \$23.47	11 12	\$11.18 \$ 9.90
5	\$18.14 \$17.15	13 14	\$ 8.02 \$ 5.84
7 8	\$16.18 \$15.23 \$14.28	15	\$ 3.27
9	\$13.32		

MINIMUM PARTIAL SURRENDER AMOUNT:

\$500

PARTIAL SURRENDER CHARGE:

IN PROPORTION TO THE CHARGE THAT WOULD APPLY TO A FULL SURRENDER. THE PROPORTION WILL BE COMPUTED AS THE AMOUNT OF THE SURRENDER DIVIDED BY (ACCUMULATION VALUE MINUS INDEBTEDNESS). WHEN THE PARTIAL SURRENDER IS MADE, FUTURE SURRENDER CHARGES WILL BE REDUCED BY THE SAME PROPORTION.

CHARGE FOR REQUESTED

STATED AMOUNT DECREASE: APPLIES TO A REQUESTED DECREASE IN PROPORTION TO THE CHARGE THAT WOULD APPLY TO A FULL SURRENDER. THE PROPORTION WILL BE COMPUTED AS THE AMOUNT OF THE REQUESTED STATED AMOUNT DECREASE DIVIDED BY THE TOTAL STATED AMOUNT THAT WAS IN EFFECT IMMEDIATELY PRIOR TO THE REQUESTED DECREASE. WHEN THE REQUESTED DECREASE IS MADE, FUTURE SURRENDER CHARGES WILL BE REDUCED BY THE SAME PROPORTION.

PAGE 3 (B)

# CASE 0:23-cv-01112-KMM-JFD Doc. 1-1 Filed 04/19/23 Page 18 of 39

POLICY SUMMARY

Filed in District Court State of Minnesota 3/10/2023 10:29 AM

STATED AMOUNT: 800,000

INSURED: ROBERT D GRAFF

POLICY NUMBER:

POLICY DATE:

NOV 28, 2004

ISSUE AGE: 78

ISSUE DATE:

NOV 30, 2004

MATURITY DATE: NOV 28, 2026

MONTHLY DEDUCTION DAY: 28TH DAY OF MONTH

#### BENEFIT DESCRIPTION

RIDERS:

COVERAGE EXTENSION RIDER EFFECTIVE DATE: NOV 28, 2026

PAGE 3 (RIDERS)

# CASE 0:23-cv-01112-KMM-JFD Doc. 1-1 Filed 04/19/23 Page 19 of 39

SIAIED AMOUNT: 800,000

INSURED: ROBERT D GRAFF

Filed in District Court State of Minnesota 3/10/2023 10:29 AM

POLICY NUMBER:

POLICY DATE:

NOV 28, 2004

ISSUE AGE: 78

ISSUE DATE:

NOV 30, 2004

MATURITY DATE: NOV 28, 2026

MONTHLY DEDUCTION DAY: 28TH DAY OF MONTH

#### BENEFIT DESCRIPTION

RIDERS:

DEATH BENEFIT GUARANTEE RIDER

ISSUE DATE: NOV 30, 2004

EFFECTIVE DATE: NOV 28, 2004

EXPIRY DATE: NOV 28, 2026

DEATH BENEFIT GUARANTEE INTEREST RATE: 5% ANNUALLY

BASED UPON THE ANNUAL PLANNED PREMIUM OF \$34,005.48 FOR YEARS 1 TO 10, \$0.00 FOR YEARS 11 TO 22,

THIS RIDER AND THE POLICY TO WHICH IT IS ATTACHED WILL REMAIN IN FORCE THROUGH POLICY YEAR 10, ASSUMING THAT EACH PAYMENT OF THE NOTED PLANNED PREMIUM AMOUNT IS MADE WHEN IT IS DUE.

# TABLE OF DEATH BENEFIT GUARANTEE FACTORS:

# MONTHLY RATES PER \$1000 OF COVERAGE AMOUNT (BASE POLICY)

POLICY YEAR 1 2 3 4 5	RATE 1.68779 1.98809 2.28875 2.72644 2.98238 3.54542	POLICY YEAR 7 8 9 10 11	RATE 4.18566 6.60742 7.18361 7.77689 8.38718 9.01842	POLICY YEAR 13 14 15 16 17	RATE 9.68102 10.39213 11.18525 12.14389 13.45208 15.46278	POLICY YEAR 19 20 21 22	RATE 18.89847 25.24535 37.37250 55.58107
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PAGE 3 (RIDERS)

# CASE 0:23-cv-01112-KMM-JFD Doc. 1-1 Filed 04/19/23 Page 20 of 39

#### POLICY SUMMARY

Filed in District Court State of Minnesota 3/10/2023 10:29 AM

STATED AMOUNT: 800,000

INSURED: ROBERT D GRAFF

POLICY NUMBER:

POLICY DATE:

NOV 28, 2004

ISSUE AGE: 78

ISSUE DATE:

NOV 30, 2004

MATURITY DATE: NOV 28, 2026

MONTHLY DEDUCTION DAY: 28TH DAY OF MONTH

#### BENEFIT DESCRIPTION

#### RIDERS:

# TABLE OF CHARGES FOR DEATH BENEFIT GUARANTEE RIDER:

MONTHLY RATES PER \$1000 OF COVERAGE AMOUNT (BASE POLICY)

POLICY	D.1 700	POLICY		POLICY		POLICY	
YEAR	RATE	YEAR	RATE	YEAR	RATE	YEAR	RATE
1	0.42708	7	0.46324	13	0.53091	19	
2	0.42708	8	0.46875	14	0.57127	150. Š.	1.14274
3	0.43474	9	0.47407	15	0.62192	20	1.39626
4	0.44178	10	0.47974	16	0.68751	21	1.44234
5	0.45163	11	0.48626	17	0.79048	22	1.50093
6	0.45758	12	0.50518	18	0.94083		

PAGE 3 (RIDERS)

CASE 0:23-cv-01112-KMM-JFD Doc. 1-1 Filed 04/19/23 Page 21 of 39

STATED AMOUNT: 800,000

INSURED: ROBERT D GRAFF

Filed in District Court State of Minnesota 3/10/2023 10:29 AM

POLICY NUMBER:

POLICY DATE:

NDV 28, 2004

ISSUE AGE: 78

ISSUE DATE:

NOV 30, 2004

MATURITY DATE: NOV 28, 2026

MONTHLY DEDUCTION DAY: 28TH DAY OF MONTH

## MAXIMUM MONTHLY GUARANTEED COST OF INSURANCE RATES (MONTHLY RATE PER \$1000 OF COVERAGE AMOUNT)

AGE 78 79 80 81 82 83	MAXIMUM RATE 5.23711 5.82124 5.97579 6.13373 6.25112	AGE 84 85 86 87 88	MAXIMUM RATE 13.25080 14.53240 15.87430 17.26970 18.71940 20.23600	AGE 90 91 92 93 94 95	MAXIMUM RATE 21.84540 23.59540 25.57450 28.00750 31.40160 36.79810	AGE 96 97 98 99	MAXIMUM RATE 46.58980 67.04150 83.33330 83.33330
---	--	-----------------------------------	---	---	---	-----------------------------	---

RATE CLASS: MALE, STANDARD, NONSMOKER

THE RATES USED FOR THE COST OF INSURANCE DEDUCTION ARE GUARANTEED NOT TO EXCEED THE MAXIMUM RATES SHOWN ABOVE. THE RATES ARE BASED ON THE 1980 COMMISSIONERS STANDARD ORDINARY MORTALITY TABLE. THE COST OF INSURANCE IS DEDUCTED ON THE MONTHLY DEDUCTION DAY.

PAGE 3 (COI)

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MN

POLICY SUMMARY

Filed in District Court State of Minnesota 3/10/2023 10:29 AM

INSURED: ROBERT D GRAFF

POLICY NUMBER:

POLICY DATE:

NOV 28, 2004

ISSUE AGE: 78

ISSUE DATE:

NOV 30, 2004

MATURITY DATE: NOV 28, 2026

STATED AMOUNT: 800,000

MONTHLY DEDUCTION DAY: 28TH DAY OF MONTH

### BENEFIT DESCRIPTION

	AMOUNT	TABLE OF	F VALUES	
POLICY YEAR	INSURED AT END OF YEAR	GROSS PREMIUM	ACCUMULATION VALUE	CASH VALUE
1 2 3 4 5 6 7 8 9 10	800,000 800,000 800,000 800,000 800,000 800,000 800,000 800,000	34,005 34,005 34,005 34,005 34,005 34,005 34,005 34,005	0 0 0 0 0 0 0	0 0 0 0 0 0
	Ü	U	0	0

THE VALUES ARE BASED ON THE ASSUMPTIONS THAT THE PREMIUMS ARE PAID AS ILLUSTRATED, THAT THE DEATH BENEFITS (AMOUNTS INSURED) ARE AS ILLUSTRATED AND THAT THERE IS NO INDEBTEDNESS ON THE POLICY. THE VALUES ARE CALCULATED USING THE GUARANTEED RATE OF INTEREST AND THE GUARANTEED COST OF INSURANCE RATE. THE CASH VALUES REFLECT THE DEDUCTION OF APPLICABLE SURRENDER CHARGES.

INSURANCE UNDER THIS POLICY MAY END BEFORE THE MATURITY DATE IF PREMIUMS ARE INSUFFICIENT TO CONTINUE COVERAGE TO SUCH DATE.

LIFE INSURANCE PREMIUM FOR THE BASIC POLICY MAY BE PAID TO THE MATURITY DATE OR UNTIL THE PRIOR DEATH OF THE INSURED. CHARGES FOR ANY RIDERS ARE PAYABLE TO THE APPLICABLE EXPIRY DATES OR UNTIL THE PRIOR DEATH OF

NO INSURANCE WILL BE IN EFFECT UNTIL AT LEAST ONE PREMIUM PAYMENT HAS

PAGE 3 (VALUES)

#### DEFINITIONS

Accumulation Value: the Accumulation Value on the Policy Date is equal to the first premium payment. The Accumulation Value provision on Page 6 describes the calculation of the Accumulation Value after the Policy Date.

Age: the Insured's age as of the Insured's last birthday.

Amount Insured: equals the greatest of the Stated Amount; or the Stated Amount plus Accumulation Value (if Death Benefit Option 2 is selected); or any Minimum Amount Insured described on the Policy Summary.

Beneficiary(ies): the person(s) named to receive the benefits of this policy at the Insured's death.

Cash Value: the Accumulation Value less any Indebtedness and applicable surrender charges.

Coverage Amount: the Amount Insured less the Accumulation Value.

Current Interest Rate: the rate that We declare at the beginning of each calendar quarter that is credited daily to the unloaned portion of the Accumulation Value. The Current Interest Rate will never be less than the Guaranteed Interest Rate.

Death Benefit: the amount payable to the Beneficiary if the Insured dies while the policy is in force.

Deduction Amount: a monthly charge, deducted from the Accumulation Value on each Deduction Day, which is comprised of the cost of insurance charge and any other expense charge shown on the Policy Summary and any charge for supplemental benefits.

Deduction Day: the day of each month on which the Deduction Amount is deducted. Shown on the Policy Summary. The first Deduction Date is the Policy Date.

Due Proof of the Insured's Death: a copy of a certified death certificate; a copy of a certified decree of a court of a competent jurisdiction as to the finding of death; a written statement by a medical doctor who attended the deceased; or any other proof

In Writing: in a written form satisfactory to Us and received at Our Office.

Indebtedness: all outstanding loans on this policy, including any unpaid loan interest. The Loan Interest Rate Charged, which is payable in advance, is shown on the Policy Summary.

Insured: the person on whose life this policy is issued. Shown on the Policy Summary.

Issue Date: the date on which We issue the policy. Shown on the Policy Summary.

Maturity Date: an anniversary of the Policy Date on which the policy matures (see Maturity Benefit, page 5). Shown on the Policy

Minimum Amount Insured: a stated percentage of the Accumulation Value determined as of the first day of the Policy Month. Shown on the Policy Summary.

Our Office: The Travelers Life and Annuity Company, Policyholder Services, One Tower Square, Hartford, Connecticut 06183-5071 or any other office which We may designate for the purpose of administering this policy.

Policy Anniversary: an anniversary of the Policy Date.

Policy Date: the date on which the policy becomes effective. Shown on the Policy Summary.

Policy Month: twelve one-month periods during the Policy Date or the Policy Anniversary.

Policy Year: each successive twelve-month period; the first beginning with the Policy Date.

Stated Amount: a dollar amount used to determine the Death Benefit of the policy. Shown on the Policy Summary.

We, Us, Our: The Travelers Life and Annuity Company.

You, Your: the owner(s) of this policy.

# BENEFITS—BASIC POLICY

#### Death Benefit

Upon receipt at Our Office of Duc Proof of the Insured's Death while the policy is in force, We will pay to the Beneficiary the Death Benefit of the policy within two months after Our receipt of Due Proof of Death. The Death Benefit will be the Amount Insured at the 1. Indebtedness; and

- 2. amount payable to an assignee under a collateral assignment of the policy; and
- 3. monthly Deduction Amount due but not paid.

The Death Benefit may be limited as provided under the Misstatement, Contest and Suicide provisions on Page 9 of this policy. The Death Benefit depends on the Death Benefit Option in effect at the date of the Insured's death and any increase or decrease You have made to the Initial Stated Amount. Benefits provided by any rider attached to this policy will end according to the termination

#### Maturity Benefit

If the Insured is living on the Maturity Date, We will pay You the Accumulation Value as of the Maturity Date, less any:

- 2. amount payable to an assignee under a collateral assignment of the policy; and
- 3. monthly Deduction Amount due but not paid.

Upon maturity, insurance will end and We will have no other obligation under this policy except as stated in the Maturity Extension Rider or the Coverage Extension Rider, if applicable.

# Death Benefit Options and Amount Insured

There are two Death Benefit Options. Under Option I (the Level Death Benefit Option), the Amount Insured is the greater of the Stated Amount or any Minimum Amount Insured on the Insured's date of death. Under Option 2 (the Increasing Death Benefit Option), the Amount Insured is the greater of the Stated Amount plus the Accumulation Value, or any Minimum Amount Insured on the Insured's date of death.

You may change the Death Benefit Option at any time prior to the Insured's death. We will effect the change on the monthly Deduction Day on or following the day We receive the request. If You request to change from Option 2 to Option 1, the Stated Amount will be increased by the Accumulation Value. If You request to change from Option 1 to Option 2, the Stated Amount will be decreased by the Accumulation Value. We may require evidence of insurability satisfactory to Us if You request a change from

The remaining Amount Insured and the remaining Stated Amount in effect after any change may not be less than the respective minimum amounts shown on the Policy Summary.

# Requested Changes in Stated Amount

Increases — You may request an increase to the Stated Amount at any time after the first Policy Year prior to the earlier of the Insured's attaining Age 85 or his/her death. The minimum increase amount is shown on the Policy Summary. The request must be made In Writing to Our Office. The increase will be effective on the date shown on the supplemental Policy Summary We will send You We will require evidence of insurability satisfactory to Us if You request an increase

Decreases — You may request decreases to the Stated Amount under this policy after the second Policy Year. The decrease will be effective on the later of the monthly Deduction Day on or following Our receipt of Your request at Our Office, or the monthly Deduction Day on or immediately following the date You request it to be effective.

The decrease will be applied as follows: first against the most recent increase in the Stated Amount; then to other increases in the Stated Amount in the reverse order in which they occurred; and last, to the Initial Stated Amount. Any charges which may apply will

After any change, the Stated Amount in effect may not be less than the Minimum Stated Amount shown on the Policy Summary. We

#### POLICY VALUES

#### Accumulation Value

On each monthly Deduction Day following the Policy Date, the Accumulation Value is equal to the result of:

- a the Accumulation Value on the preceding monthly Deduction Day; minus
- b the Deduction Amount for the preceding month; plus
- c one month's interest on a minus b; plus
- d all premiums received since the preceding monthly Deduction Day accumulated at interest to the current Deduction Day, minus
- e the amount of any partial surrenders since the preceding monthly Deduction Day accumulated at interest to the current monthly Deduction Day, minus
- f the amount of any charge for a requested decrease to the Stated Amount since the preceding monthly Deduction Day, accumulated at interest to the current monthly Deduction Day.

Policy values on other days are calculated in a manner consistent with this method.

#### **Deduction Amount**

The first monthly Deduction Day is the Policy Date. The monthly Deduction Day is shown on the Policy Summary.

The Deduction Amount is a monthly charge made against the Accumulation Value. It is equal to:

- 1. the cost of insurance; plus
- 2. the cost of supplemental benefits, if any, for which a separate charge is shown on the Policy Summary; plus
- 3. the expense charges shown on the Policy Summary.

The maximum guaranteed cost of insurance for any month is equal to c times the result of a minus b where:

- a is the Amount Insured for the month divided by the Death Benefit Interest Factor shown on the Policy Summary;
- b is the Accumulation Value on the monthly Deduction Day;
- c is the cost for each \$1,000 of Coverage Amount shown on the Maximum Monthly Guaranteed Cost of Insurance Rates table on the Policy Summary at the Insured's attained age, divided by \$1,000.

The maximum guaranteed cost of insurance rates shown on the Policy Summary are based on the Insured's age, sex and rate class for the Initial Stated Amount and each increase in the Stated Amount. We may use rates lower than those shown. We will base any future changes in these rates only on Our future expectations as to investment earnings, mortality, expenses and persistency. Nothing in this policy will be effected by Our actual mortality and expenses. We will determine the current rates for the Initial Stated Amount and for each increase to the Stated Amount at the start of each Policy Year and will guarantee them for that Policy Year. Any change We make in the current rates will be on a uniform basis for insured's of the same age, sex, duration and rate class.

When the Amount Insured is equal to the Minimum Amount Insured shown on the Policy Summary, We will use the rate class for the most recent increase that required evidence of insurability to determine the cost of insurance.

If You have selected Death Benefit Option 1 and have made increases to the Stated Amount, the Accumulation Value will first be considered a part of the Initial Stated Amount. If the Accumulation Value exceeds the Initial Stated Amount, the excess will be considered a part of the additional Stated Amount resulting from increases in the order of those increases.

The monthly Deduction Amount for the following Policy Month will be taken out of the Accumulation Value on the monthly Deduction Day shown on the Policy Summary. If the Cash Value is not enough to pay the Deduction Amount due and no further premiums are paid, the Grace Period will go into effect and the policy may lapse (see Grace Period, Page 8).

#### Interest Rates

We will credit the Current Interest Rate to the unloaned portion of the Accumulation Value.

The Interest Rate Credited on Loans, which is shown on the Policy Summary, will be applied to that portion of the Accumulation Value which equals Indebtedness.

The Current Interest Rate, the Guaranteed Interest Rate and the Interest Rate Credited on Loans are effective annual rates compounded daily.

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#### Bonus

The determination of the Current Interest Rate reflects the deduction of an amount that We retain for expenses and profits. Beginning with Your 11th Policy Year and continuing thereafter, We guarantee that when calculating the Current Interest Rate, We will reduce the amount that We would have ordinarily retained for expenses and profits by 0.50% (one-half percent). This may increase the Current Interest Rate that would have otherwise been declared for Your policy by up to 0.50%. This adjustment will neither increase nor affect the Guaranteed Interest Rate as shown on Your Policy Summary.

#### Cash Value

The Cash Value is equal to the Accumulation Value less any Indebtedness and applicable surrender charges as shown on the Policy Summary. It will not be less than the minimum value required by the insurance laws of the state governing this policy. A detailed statement of the method of calculating the Cash Values has been filed with the insurance department of the state governing this policy.

#### Cash Surrender

At any time during the lifetime of the Insured and while this policy is in force, You may request, In Writing, a full or partial surrender. You may do so without the consent of any Beneficiary, unless irrevocably named. We will calculate Your Cash Value as of the day

If You request a full surrender, the policy will end on the effective date of the surrender.

We will not make a partial surrender to You for less than the Minimum Partial Surrender Amount shown on the Policy Summary. If You request a partial surrender, then the Death Benefit, Amount Insured and Accumulation Value will be reduced by the amount surrendered, including any applicable surrender charge. Additionally, under Death Benefit Option I, the Stated Amount will be reduced by the amount of the surrender. The amount of any partial cash surrender may not exceed the Cash Value. After the reduction, the Amount Insured must be no less than the Minimum Amount Insured shown on the Policy Summary.

#### Policy Loans

We will make a loan to You with the policy as security if You assign this policy to Us while it is in force. We will not make a loan to You or allow a requested increase to an outstanding loan for less than the Minimum Loan Amount shown on the Policy Summary. Other than a loan to pay premium to Us, We may defer the loan for no longer than six months after We receive Your request for the

The total amount of Indebtedness may not exceed the Maximum Lean Amount shown on the Policy Summary. Interest on the Ioan will be payable in advance, at the beginning of each Policy Year, at the Loan Interest Rate(s) Charged shown on the Policy Summary. Interest not paid when due will be added to the loan amount and will bear interest at the same rate. Loans will be credited with interest at the Loan Interest Rate Credited shown on the Policy Summary.

While the Insured is living and the policy is in effect, all or part of any loan may be repaid. You may not repay a loan that exists at the end of the Grace Period (see provisions on Page 8) unless You reinstate this policy. Payment received while there is an outstanding loan on the policy will be applied as follows: first towards repayment of any loan interest due; next toward repayment of the loan principal; and last as a premium payment to the policy.

If the total amount of Indebtedness exceeds the Accumulation Value less applicable surrender charges, this policy will end without value 31 days after We mail notice of required premium to Your last known address.

#### PREMIUM PAYMENT

Insurance under this policy will take effect when You pay at least one monthly Deduction Amount. All premiums are payable at Our

We reserve the right to limit the amount of premiums for this policy so that the policy will continue to qualify as life insurance as defined by federal tax law.

Premium payments are flexible. At any time before the Maturity Date, additional premium payments may be made subject to Our

#### Premium Mode

Premiums may be made annually, semi-annually, or by other arrangement with Our consent. The payment mode may be changed with

# CONTINUATION OF INSURANCE, GRACE PERIOD AND REINSTATEMENT

#### Continuation of Insurance

Subject to the Grace Period provision below, if sufficient premium payments are not made, this policy will continue until the day on which the Cash Value would not be enough to pay the monthly Deduction Amount due, or until the Maturity Date, if earlier.

The Continuation of Insurance benefit will not be less than the minimum benefit required by the insurance laws of the state in which this policy is delivered.

#### Grace Period

We will provide You with a Grace Period totaling 61 days, commencing with the date that the Cash Value is insufficient to pay the Deduction Amount due. Thirty days after the date that the Cash Value is insufficient to pay the Deduction Amount due, We will send You a notice of required premium to Your last known address. If the required premium is not paid within 31 days after the notice is sent, the policy will lapse. The policy will have no Accumulation Value. The policy will continue through the Grace Period, but if the required payment has not been received at Our Office, the policy will terminate at the end of the Grace Period. If the Insured dies during the Grace Period, the Death Benefit payable will be reduced by any Deduction Amount due but not paid and by any Indebtedness.

#### Reinstatement

This policy may be reinstated at any time within three years from the date to which the monthly Deduction Amount had been paid, if:

- 1. the policy was not surrendered for cash; and
- 2. evidence of insurability acceptable to Us is furnished; and
- 3. all monthly Deduction Amounts past due are paid; and
- 4. premium at least equal to three future monthly Deduction Amounts is paid; and
- all Indebtedness is repaid or restored. (Interest charged will not exceed the interest rate as shown on the Policy Summary).

Upon reinstatement, the Accumulation Value of the policy will be the amount provided by the premium paid.

#### OWNERSHIP RIGHTS

#### Ownership

The original owner(s) is (are) shown on the application(s). During the Insured's lifetime, You may, without the consent of any Beneficiary unless irrevocably named, exercise all rights and options that this policy provides and that We permit.

Ownership is transferable by assignment. No assignment is binding on Us until We receive a copy of the assignment In Writing at Our Office. We will not determine if an assignment is valid. Proof of interest must be filed with any claim under a collateral assignment.

#### Beneficiary

The original Beneficiary is stated in the application. Unless the Beneficiary is irrevocably named, You may name a new Beneficiary during the Insured's lifetime and while this policy is in force by notifying Us In Writing. Any change will be effective from the date You signed the notice of change, even if the Insured is not living when We receive the notice. We will have no further responsibility for any payment We made before We received the notice at Our Office.

If no Beneficiary survives the Insured, You will be the Beneficiary. If You are the Insured and no Beneficiary survives You, Your estate will be the Beneficiary. The rights of any collateral assignee may affect the interest of the Beneficiary.

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# GENERAL PROVISIONS

#### **Entire Contract**

The entire contract consists of this policy and the application, a copy of which is attached. The policy is issued in consideration of the application and the payment of premium. We will not use any statement to void this policy or to deny a claim under it, unless that statement is contained in an attached written application. All statements in the application will be considered as being made to the

#### Changes

This policy may only be altered by a written agreement signed by one of Our officers.

#### No Dividends

This policy is non-participating. It does not share in Our surplus earnings, so You will receive no dividends under it.

If the age and/or sex of the Insured was incorrectly stated in the application, all benefits will be adjusted to the amount which the premiums paid would have purchased at the correct age and/or sex, based on the most recent cost of insurance charge.

Proof of age may be filed at any time at Our Office.

#### Suicide

If, within two years from the Issue Date, the Insured dies due to suicide, while sane or insane, the Death Benefit will be limited to the

If You have applied for an increase to the Stated Amount, this Suicide provision will be measured from the effective date of the

No misstatements made in any application for this policy will be used to contest payment of any Death Benefit after the policy has

If You have applied for an increase to the Stated Amount, this Contest provision will be measured from the effective date of the increase with respect to payment of the increase amount.

If this policy is reinstated, this Contest provision will be measured from the reinstatement date.

#### Annual Statement

As often as required by law, but at least once in each Policy Year, We will send You a statement showing:

- 1. the Accumulation Value, Cash Vaiue, Stated Amount and Amount Insured; and
- 2. the premiums paid, deductions, surrenders and loans made during the preceding Policy Year; and 3. total Indebtedness.

### Illustrative Reports

You may request an up-to-date illustrative report of values based on past results and current assumptions.

We will provide the illustrative report within a reasonable time. We may charge a reasonable service fee, not to exceed \$15 (unless prohibited by state law).

#### SETTLEMENT OPTIONS

#### General

We will pay any amount payable under this Policy in:

- 1. one lump sum; or
- 2. under any one or a combination of the following settlement options subject to our rules stated below.

The election of a Settlement Option must be made In Writing by:

- 1. you, if the Insured is living; or
- 2. the Beneficiary, if the Insured has died.

Minimum Payments

The amount placed under an option must be at least \$5,000. The periodic payment due any person must be at least \$50. If the payment due is less than \$50, we may make payments less often.

Payment Date

The first payment date under Options 1, 2 and 4 stated below is due on the date the proceeds became payable. Under Option 3 stated below, the first payment is due one month after that date.

Betterment of Rates

If prior to the first payment of an option, we have declared a higher rate of interest under that option, we will base the payments on the higher rate.

#### **OPTIONS**

Option 1 — Payments of a Fixed Amount. Monthly payments of the amount chosen will be paid until the amount placed under this option, with interest of not less than 3 1/2% per year, has been paid. The amount of each monthly payment must be at least \$4.50 per \$1,000 of proceeds. The final payment will be for the balance only.

Option 2 — Payments for a Fixed Period. Monthly payments of the amount shown in Table A will be paid for the period selected.

Option 3 — Amounts Held at Interest. Payments of interest, on the amount that is held under this option, will be paid at the rate we declare. The interest rate will never be less than 31/2% per year.

Option 4. Life Income. Monthly payments, as shown in Table B, will be paid during the lifetime of the person(s) on whose life the payments are based either:

- 1. with guaranteed payments for 60, 120, 180 or 240 months as elected; or
- 2. on the cash refund basis ("Cash Ref.") for the lifetime of the person(s). At the death of the person on whose life the payments are based we will pay the difference (a minus b) in a lump sum where:
  - a. is the amount of proceeds used to provide this monthly income; and
  - b. is the sum of the payments already made.

Other Options - Other options may be arranged with our consent.

# Table A – Monthly Payments For Fixed Period Per \$1,000 of Proceeds $-3\ 1/2\%$

Years	Monthly Installment	Vacor	Monthly Installment								
1	\$84.654	6	\$15.350	11	\$9.086	16	\$6.763	21	\$5.565	26	\$4.842
2	43.055	7	13.376	12	8.464	17	6.465	22	5.393	27	4.732
3	29.194	8	11.899	13	7.939	18	6.201	23	5.236	28	4.630
4	22.268	9	10.751	14	7.490	19	5.966	24	5.093	29	4.535
5	18.115	10	9.835	15	7.101	20	5.755	25	4.963	30	4.447

# Table B - Monthly Life Income Per \$1,000 of Proceeds

#### Male

Age	Cash Ref.	60 Mo.	120 Mo.	180 Mo.	240 Mo.	Age	Cash Ref.	60 Mo.	120 Mo.	180 Mo.	240 Mo.	Age	Cash Ref.	60 Mo.	120	180	240
20* 21 22 23 24	\$3.35 3.37 3.38 3.40 3.43	53.39 3.40 3.42 3.44 3.47	\$3.38 3.39 3.41 3.43 3,46	\$3.37 3.38 3.40 3.42 3.45	\$3.36 3.37 3.39 3.41	44 45 46 47	\$4.06 4.11 4.16 4.21	\$4.20 4.26 4.32 4.39	\$4.18 4.24 4.30 4.36	\$4.14 4.19 4.25 4.30	\$4.09 4.13 4.18 4.23	68 69 70 71	\$6.10 6.26 6.42 6.60	\$6.87 7.09 7.31 7.55	Mo. \$6,52 6.68 6.85 7.02	Mo. \$6.01 6.11 6.21 6.30	Mo. \$5.44 5.49 5.53 5.57
25 26 27 28 29	3.45 3.47 3.49 3.52 3.54	3.49 3.51 3.54 3.56 3.56	3.48 3.50 3.53 3.55	3.47 3.49 3.52 3.54	3.44 3.46 3.48 3.51 3.53	48 49 50 51 52	4.26 4.32 4.38 4.44 4.50	4.45 4.53 4.60 4.68 4.76	4.42 4.49 4.56 4.63 4.70	4.36 4.42 4.48 4.55 4.61	4.28 4.33 4.39 4.44 4.49	72 73 74 75 76	6.79 6.99 7.20 7.44 7.67	7.81 8.08 8.37 8.67 8.99	7.19 7.37 7.56 7.74 7.92	6.40 6.48 6.57 6.65 6.72	5.61 5.64 5.66 5.69
30 31 32 33	3.57 3.60 3.62 3.65	3.61 3.64 3.67 3.71	3.58 3.60 3.63 3.66 3.70	3.57 3.59 3.62 3.65 3.69	3.56 3.58 3.61 3.64 3.67	53 54 55 56 57	4.57 4.64 4.71 4.79 4.87	4.84 4.93 5.03 5.12 5.23	4.78 4.86 4.95 5.04 5.13	4.68 4.76 4.83 4.91	4.55 4.61 4.67 4.73	77 78 79 80	7.94 8.24 8.53 8.87	9.33 9.69 10.07 10.46	8.11 8.29 8.47 8.64	6.79 6.85 6.90 6.95	5.70 5.72 5.73 5.74 5.74
34 35 36 37 38	3.68 3.71 3.75 3.78 3.82	3.74 3.78 3.81 3.85 3.89	3.73 3.77 3.80 3.84 3.89	3.72 3.75 3.79 3.83 3.87	3.70 3.74 3.77 3.80 3.84	58 59 60 61 62	4.95 5.04 5.14 5.23 5.34	5.34 5.45 5.58 5.70 5.84	5.23 5.34 5.44 5.56 5.68	4.99 5.07 5.15 5.24 5.33 5.42	4.79 4.85 4.91 4.98 5.04	81 82 83 84 85	9.26 9.62 10.08 10.52 11.06	10.88 11.31 11.77 12.24 12.73	8.81 8.97 9.11 9.25 9.36	6.99 7.02 7.04 7.06 7.07	5.75 5.75 5.75 5.75 5.75
39 40 41 42 43	3.85 3.89 3.93 3.97 4.02	3.94 3.99 4.04 4.09 4.14	3.93 3.97 4.02 4.07 4.12	3.91 3.95 4.00 4.04 4.09	3.88 3.92 3.96 4.00 4.04	63 64 65 66 67	5.45 5.57 5.69 5.82 5.96	5.99 6.14 6.31 6.49 6.67	5.80 5.93 6.07 6.22 6.36	5.52 5.61 5.71 5.81 5.91	5.10 5.16 5.22 5.28 5.33 5.39	and over					

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# Table B - Monthly Life Income Per \$1,000 of Proceeds

#### Female

Age	Cash Ref.	60 Mo.	120 Mo.	180 Mo.	240 Mo.	Age	Cash Ref.	60 Mo.	120 Mo.	180 Mo.	240 Mo.	Age	Cash Ref.	60 Mo.	120	180	240
20* 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43	\$3.25 3.26 3.28 3.29 3.31 3.33 3.34 3.36 3.38 3.40 3.42 3.45 3.47 3.49 3.52 3.54 3.57 3.60 3.63 3.63 3.63 3.72 3.76 3.79	\$3.28 3.30 3.31 3.33 3.35 3.36 3.38 3.40 3.42 3.44 3.48 3.51 3.53 3.56 3.53 3.61 3.64 3.67 3.70 3.77 3.77 3.81 3.85	\$3.27 \$.29 \$.30 \$3.32 \$3.34 \$3.37 \$3.39 \$3.41 \$3.43 \$3.45 \$3.47 \$3.50 \$3.52 \$3.55 \$3.57 \$3.60 \$3.63 \$3.66 \$3.69 \$3.76 \$3.80 \$3.80 \$3.80 \$3.80	\$3.26 3.28 3.29 3.31 3.36 3.38 3.40 3.42 3.44 3.49 3.51 3.54 3.59 3.62 3.62 3.65 3.62 3.75 3.75 3.79 3.83	\$3.25 3.27 3.28 3.31 3.32 3.33 3.35 3.37 3.39 3.41 3.43 3.45 3.48 3.50 3.53 3.55 3.58 3.61 3.64 3.67 3.70 3.77 3.81	44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67	\$3.83 3.87 3.91 3.96 4.05 4.10 4.15 4.21 4.26 4.32 4.39 4.45 4.53 4.60 4.68 4.76 4.85 4.94 5.04 5.15 5.26 5.38 5.50	\$3.89 3.94 3.99 4.03 4.09 4.14 4.20 4.26 4.33 4.40 4.47 4.55 4.63 4.71 4.80 4.90 5.10 5.10 5.12 5.34 5.47 5.61 5.76 5.92	\$3.88 3.93 3.98 4.02 4.08 4.13 4.19 4.25 4.31 4.38 4.44 4.59 4.67 4.76 4.85 4.94 5.04 5.04 5.15 5.26 5.38 5.50 5.64 5.78	\$3.87 3.91 3.96 4.00 4.05 4.10 4.16 4.21 4.27 4.33 4.40 4.47 4.54 4.61 4.69 4.77 4.85 4.94 5.03 5.12 5.22 5.33 5.43 5.54	\$3.85 3.89 3.93 3.97 4.02 4.07 4.12 4.17 4.22 4.27 4.33 4.39 4.45 4.52 4.58 4.65 4.71 4.78 4.85 4.92 4.99 5.05 5.13 5.20	69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 and over	\$5.63 5.78 5.93 6.08 6.26 6.43 6.62 6.83 7.04 7.28 7.54 7.78 8.07 8.35 8.66 9.00 9.32 9.69	\$6.09 6.28 6.48 6.70 6.93 7.18 7.44 7.73 8.03 8.35 8.70 9.06 9.44 9.84 10.25 10.68 11.11	Mo.  \$5.93 6.09 6.26 6.43 6.61 6.80 6.99 7.19 7.39 7.59 7.79 8.18 8.36 8.53 8.68 8.83 8.96	Mo. \$5.65 5.76 5.88 5.99 6.10 6.21 6.31 6.41 6.50 6.58 6.66 6.73 6.79 6.84 6.88 6.92 6.96 6.98	Mo. \$5,27 5.33 5.38 5.44 5.49 5.53 5.57 5.60 5.63 5.65 5.67 5.70 5.72 5.72 5.72 5.72 5.74

<sup>\*</sup>and under 20

#### COVERAGE EXTENSION RIDER

This Rider is made a part of the policy on the date specified on the Policy Summary. Except where this Rider provides otherwise, it is subject to all conditions of the policy.

Benefit — If the policy and this Rider are in force on the Maturity Date, and any past due Deduction Amounts have been paid, then We will continue this policy in force beyond the Maturity Date. The policy will be continued until the earlier of Due Proof of the Insured's Death or in the case of a Survivorship policy, the Second Death (referred to as "Death" for purposes of this Rider) or the date that We receive Your request for full surrender In Writing. All other riders and supplemental benefits attached to the policy will terminate on the Maturity Date.

The Death Benefit after the Maturity Date will be equal to the Amount Insured as of the date of Death, minus any Indebtedness and any amounts payable under a collateral assignment of the policy. After the Maturity Date, Deduction Amounts (and all individual expenses/charges which are part of the Deduction Amount) under the policy will not be charged, and additional premium payments (except as needed to keep the policy from lapsing) will not be accepted. Interest on loans will continue to accrue and will be added to the total Indebtedness, and loan repayments will be accepted. New loans and partial surrenders will continue to be permitted after the Maturity Date.

All other provisions of the policy relating to the payment of the Death Benefit apply to the Death Benefit after the Maturity Date.

Taxation - The policy may be surrendered prior to Death for its Cash Value. Such a surrender will be treated as a taxable distribution.

The tax results of any benefits received under this Rider depend upon interpretation of the Internal Revenue Code. The policy may not qualify as life insurance under Federal tax law after the Maturity Date and may be subject to adverse tax consequences. The Company does not give tax advice. You should consult with Your personal tax advisor prior to allowing coverage to remain in force beyond the Maturity Date.

THE TRAVELERS LIFE AND ANNUITY COMPANY

President

george C Koxules

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#### DEATH BENEFIT GUARANTEE RIDER

Filed in District Court State of Minnesota 3/10/2023 10:29 AM

This Rider is made a part of the policy to which it is attached. Except where this Rider provides otherwise, it is subject to all terms and conditions of the policy.

#### Definition

<u>Death Benefit Guarantee Value</u> — A reference value resulting when the Accumulation Value is calculated in accordance with all of the conditions described in the policy, with the following exceptions:

- The interest rate used is equal to the Death Benefit Guarantee Interest Rate shown on the Policy Summary page for this Rider.
- The applicable factor from the Table of Death Benefit Guarantee Factors shown on the Policy Summary page for this
  Rider is substituted for the cost of insurance rate for the base policy coverage. The Death Benefit Guarantee Factors for
  the base policy are based on the sex, age, rate class and duration of each Insured.
- 3. If the policy has any term insurance riders, and separate Death Benefit Guarantee Factors for any such rider are shown on the Policy Summary page for this Rider, then the applicable factor is used in the calculation of the charge for that rider. The Death Benefit Guarantee Factors for any such term insurance rider are based on the sex, age, rate class and duration of coverage of the Insured named under that rider.

The Death Benefit Guarantee Value is used only for the purpose of determining whether this Rider is in force; it does not represent an independent dollar value that can be accessed by You. Further, it does not affect the calculation of the actual Accumulation Value, Cash Value or any other value described in the policy.

Benefit - If, on any monthly Deduction Day, the Death Benefit Guarantee Value less the amount of any Indebtedness is greater than zero, then the policy will not lapse on that monthly Deduction Day even if the Cash Value is insufficient to pay the Deduction Amount due. Riders that are in force at the time the Cash Value is insufficient to pay the monthly Deduction Amount due will not lapse while this Rider is in force.

If there is a requested increase in the Stated Amount or in the benefit amount of any term insurance rider having separate Death Benefit Guarantee Factors, then this Rider will be amended by a new Table of Death Benefit Guarantee Factors applicable to the increase amount which will be sent to You.

Issue Date and Effective Date - The Issue Date and the Effective Date of this Rider are shown on the Policy Summary page for this Rider.

Contestability - No material misrepresentation made in any application for this Rider will be used to contest payment of any benefit under this Rider after the Rider has been in force during an Insured's lifetime for two years from the Rider Issue Date.

Rider Grace Period - If the Death Benefit Guarantee Value less any Indebtedness is less than zero on any monthly Deduction Day, We will send You a notice of the action required by You to keep this Rider in force. If the required action is not taken within 31 days from the date We send the notice, then this Rider will terminate.

If the Rider Grace Period expires without Your taking the required action to keep this Rider in force, the Grace Period under the policy will then commence if the Cash Value is insufficient to pay the monthly Deduction Amount due at the time this Rider terminates.

Charge - This Rider is issued in consideration of the application for it and the deduction of the additional charge, shown on the Policy Summary page for this Rider, from the Accumulation Value. The cost per \$1,000 of the Coverage Amount for the base policy is determined on each monthly Deduction Day and is based on each Insured's age, sex and rate class, and duration of coverage. The cost per \$1,000 of the benefit amount of any term insurance rider having a separate charge, as shown on the Policy Summary page for this Rider, is determined on each monthly Deduction Day and is based on the age, sex, rate class and duration of coverage of the Insured named under that rider.

Termination - This Rider will terminate on the earliest of:

- 1. The Rider Expiry Date shown on the Policy Summary page for this Rider.
- Subject to the Rider Grace Period provision above, the monthly Deduction Day on which the Death Benefit Guarantee Value less any Indebtedness is less than zero.
- 3. The monthly Deduction Day following Your request, In Writing, to terminate this Rider
- 4. Policy termination or maturity.

#### Reinstatement

If this Rider terminates, it cannot be reinstated.

THE TRAVELERS LIFE AND ANNUITY COMPANY

President

#### COVERAGE EFFECTIVE DATE ENDORSEMENT

This endorsement is made part of the policy to which it is attached. It is subject to all conditions and limitations of the policy, except where this endorsement provides otherwise.

The following provision is added to the policy;

#### WHEN COVERAGE BEGINS

No insurance will take effect prior to the later of the Issue Date or the Policy Date shown on the Policy Summary. Insurance issued will take effect on the later of the Issue Date or the Policy Date shown on the Policy Summary if, on the later of the Issue Date or the Policy Date, the health and other conditions relating to insurability remain complete and true as described in the application for this policy. If this policy was issued with a Policy Date that pre-dates the Issue Date of the policy (a back dated policy), the policy premium or charges begin on the Policy Date even though insurance will not take effect until the Issue Date of the policy.

II. The definition for Issue Date is amended as follows:

Issue Date: the date on which We issue the policy; shown on the Policy Summary.

III. A. When this endorsement is attached to a flexible premium adjustable life insurance policy or a variable life insurance policy, the definition of Policy Date is amended as follows:

Policy Date: the date from which We begin charging the monthly Deduction Amount; shown on the Policy Summary.

B. When this endorsement is attached to a term or whole life policy, the definition of Policy Date is amended as follows:

Policy Date: the date from which policy charges are assessed; shown on the Policy Summary.

Any language to the contrary is hereby superseded by this endorsement.

TRAVELERS LIFE & ANNUITY COMPANY

President

george C Kokulis

# EXHIBIT B



### Brighthouse MVP02 UL 96 - Form no. TL-17113

Policy Number: Insured: Robert D Graff Initial Stated Amount: \$800,000 Issue Date: 11/28/2004 Issue Age: 78 Current Age: 95 Issue State: Minnesota

Current Information (includes immediate changes): Stated Amount: \$800,000 Death Benefit Option: Level Risk Class: Male Standard NonSmoker Premium Payment Mode: Monthly Monthly Premium: \$13,737.28

# Policy Coverage and Values as of 04/26/2022

Existing coverage information shown below for policy 7445061, having a contract date of 11/28/2004 is current as of 04/26/2022 with a status of Active.

Insured: Robert D Graff Issue Age: 78 Current Age: 95 Male Standard NonSmoker

> Base Coverage Stated Amount: \$800,000.00 Death Benefit Option: Level Marketing Program: Regular

Riders and Benefits (charges may apply) Coverage Extension Rider

Premiums Premium Payment Mode: Semi-Annual Annualized Premium: \$35,365.70 Total Premiums Paid: \$797,496.65 &

Current Policy Values Gross Accumulated Cash Value: \$1,823.66 Outstanding Policy Loan: \$0.00 Cash Surrender Value: \$1,823.66 Maximum Loan Available: \$1,823.66 Cost Basis: \$797,496.65

The information provided as of 04/26/2022 reflects your coverage as of that date. Any pending change requests not reflected in this illustration may affect the cash value, loan amount available, and death benefit amount in this Inforce

Reflects latest underwriting classification.

& Total Premiums Paid represent all premiums paid to date minus any partial surrenders.

# EXHIBIT C



#### Brighthouse MVP02 UL 96 - Form no. TL-17113

Policy Number: Insured: Robert D Graff Initial Stated Amount: \$800,000 Issue Date: 11/28/2004

Issue Age: 78 Current Age: 95

Issue State: Minnesota

Current Information (includes immediate changes):

Stated Amount: \$800,000 Death Benefit Option: Level

Risk Class: Male Standard NonSmoker Premium Payment Mode: Monthly Monthly Premium: \$13,737.28

#### Inforce Basic Ledger

			Guaran	— Guaranteed —— iteed Interest Rate uaranteed Charges	3.00%	Current Interest Rate 3.00% in yrs 1-10 3.30% in yrs 11+ Current Charges			
End Of Year	Age	Planned Premium Outlay	Net Accum. Cash <u>Value</u>	Cash <u>Value</u>	Net Death Benefit	Net Accum. Cash <u>Value</u>	Cash <u>Value</u>	Net Death <u>Benefit</u>	
18 19 20 21 22 Total	96@ 97 98 99 100	96,161& 164,847 164,847 164,847 164,847 755,550	0 0 0 0	0 0 0 0	0 0 0 0	45,539 98,459 103,926 77,222 1,000	45,539 98,459 103,926 77,222 1,000	800,000 800,000 800,000 800,000 800,000	
23 24 25 26 27	101 102 103 104 105	0 0 0 0 0 755,550	0 0 0 0	0 0 0 0	0 0 0 0	1,035 1,071 1,109 1,148 1,188	1,035 1,071 1,109 1,148 1,188	800,000 800,000 800,000 800,000 800,000	
28 29 30 31 32 Total	106 107 108 109 110	0 0 0 0 0 0 0 755,550	0 0 0 0	0 0 0 0	0 0 0 0	1,230 1,273 1,317 1,363 1,411	1,230 1,273 1,317 1,363 1,411	800,000 800,000 800,000 800,000 800,000	
33 34 35 36 37 Total	111 112 113 114 115	0 0 0 0 0 0 755,550	0 0 0 0	0 0 0 0	0 0 0 0	1,460 1,511 1.564 1,619 1,676	1,460 1,511 1,564 1,619 1,676	800,000 800,000 800,000 800,000 800,000	

Monthly policy charges are required to the policy maturity date. Depending on actual results, there may be insufficient guaranteed and non-guaranteed values to pay these charges and additional premium may therefore be required to maintain coverage.

The benefits and values shown in the Non-Guaranteed columns are not guaranteed. The assumptions on which they are based are subject to change by the insurer and actual results may be more or less favorable.

Amounts shown are not adjusted for the time value of money, i.e., that a dollar in the future, because of interest and inflation, is worth less than a dollar today

THIS REPORT IS NOT VALID UNLESS ACCOMPANIED BY ALL PAGES.

Date Prepared:04/27/2022 09:45:34 AM

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2652971,3[exp 12/31/2023]

Version 2021.4.7991.19978u

<sup>&</sup>amp; These amounts do not reflect premiums, withdrawals, or loans during year 18 prior to the date this illustration was prepared. These amounts, however are reflected in all other year 18 values.

The first time a -0- appears in the death benefit column indicates the year that your policy will lapse based on the premium shown, the indicated interest rate, and the applicable cost of insurance charges, unless a higher premium is paid.



#### Brighthouse MVP02 UL 96 - Form no. TL-17113

Policy Number: Insured: Robert D Graff
Initial Stated Amount: \$800,000
Issue Date: 11/28/2004

Issue Age: 78 Current Age: 95

Issue State: Minnesota

Current Information (includes immediate changes):

Stated Amount: \$800,000 Death Benefit Option: Level

Risk Class: Male Standard NonSmoker Premium Payment Mode: Monthly Monthly Premium: \$13,737.28

#### Inforce Basic Ledger

			Guaran	— Guaranteed — nteed Interest Rate uaranteed Charges	3.00%	Non-Guaranteed			
End Of <u>Year</u>	Age	Planned Premium Outlay	Net Accum. Cash <u>Value</u>	Cash <u>Value</u>	Net Death Benefit	Net Accum. Cash <u>Value</u>	Cash <u>Value</u>	Net Death <u>Benefit</u>	
38 39 40 41 42 Total	116 117 118 119 120	0 0 0 0 0 755,550	0 0 0 0	0 0 0 0	0 0 0 0	1,734 1,795 1,858 1,923 1,990	1,734 1,795 1,858 1,923 1,990	800,000 800,000 800,000 800,000 800,000	

Amounts shown are not adjusted for the time value of money, i.e., that a dollar in the future, because of interest and inflation, is worth less than a dollar today.

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Date Prepared:04/27/2022 09:45:34 AM

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2652971.3 exp 12/31/20231

<sup>&</sup>amp; These amounts do not reflect premiums, withdrawals, or loans during year 18 prior to the date this illustration was prepared. These amounts, however are reflected in all other year 18 values.

The first time a -0- appears in the death benefit column indicates the year that your policy will lapse based on the premium shown, the indicated interest rate, and the applicable cost of insurance charges; unless a higher premium is paid.

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